

RECORDATION NO. 7455-B FILED & RECORDED
FEB 4 1975 - 12 05 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of December 15, 1974, among CFSC LEASING CORPORATION (hereinafter called the Vendee), NORTH AMERICAN CAR CORPORATION (hereinafter called the Builder), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as agent (hereinafter called the Assignee).

WHEREAS the Vendee and the Builder have entered into a Conditional Sale Agreement dated as of March 1, 1974 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of March 1, 1974 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and were assigned recordation numbers 7455 and 7455A, respectively;

WHEREAS the Vendee and North American Car Corporation, as Lessee (hereinafter in its capacity as Lessee called the Lessee), have entered into a Lease of Railroad Equipment dated as of March 1, 1974 (hereinafter called the Lease);

WHEREAS the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of March 1,

1974 (hereinafter called the Lease Assignment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers 7456 and 7456A, respectively;

WHEREAS certain units of railroad equipment are listed in the Conditional Sale Agreement and the Lease as being subject thereto, but such units have not been delivered and accepted pursuant to the terms thereof on or before March 31, 1974; and

WHEREAS, according to the terms of the Conditional Sale Agreement and the Lease, such units of railroad equipment as are not delivered and accepted on or prior to March 31, 1974, are excluded from the Conditional Sale Agreement and the Lease; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement and the Lease to show the exclusion of such units for the public record.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Conditional Sale Agreement and the Lease are hereby amended to exclude from Annex B to the Conditional Sale Agreement and Schedule A to the Lease 41 100-ton capac-

ity, covered hopper cars numbered NAHX 46100 through 46113 and 53973 through 53999.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement and the Lease as though originally set forth therein.

3. The Builder will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

4. Except as amended hereby, the Conditional Sale Agreement, the Lease, the Assignment and the Lease Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CFSC LEASING CORPORATION,

[Corporate Seal]

by W. G. Thiel
President

Attest:

[Signature]
Assistant Secretary

NORTH AMERICAN CAR CORPORATION,

[Corporate Seal]

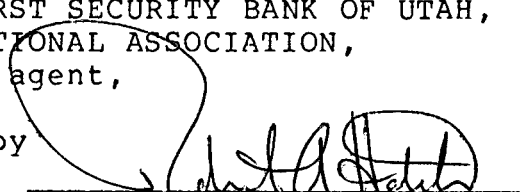
by [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

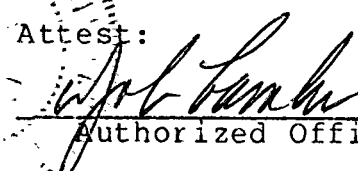
FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
as agent,

by


Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer

STATE OF CONNECTICUT,)
COUNTY OF FAIRFIELD,)

ss.: *Bridgeport*

On this *13th* day of *January* 197*8*, before me personally appeared *W.A. Thiel*, to me personally known, who being by me duly sworn, says that he is President of CFSC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frank J. Ober

Notary Public

[Notarial Seal]

My Commission expires

4/1/78

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 27th day of December 1974, before me personally appeared M. A. Lynch, to me personally known, who being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gloria M. Heibrand
Notary Public

[Notarial Seal]

My Commission expires 5-6-78

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 30th day of December 1974, before me personally appeared Robert M. Hatch, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Debbie J. Fargnoli
Notary Public

[Notarial Seal]

My Commission expires

July 22, 1978